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CURTIS J. JACKSON, III AND NYC VIBE, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CURTIS J. JACKSON, III and NYC VIBE, LLC,

Plaintiffs,

V.

RYAN KAVANAUGH, SKILL HOUSE MOVIE
LLC, and GENTV LLC.

Defendants.

Case No. 2:25-cv-03623-HDV-RAO

Honorable Hernán D. Vera

REDACTED

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

[Filed Concurrently with Declaration of
Reena Jain, Esq.]

Date: August 28, 2025

Time: 10:00 a.m.

Place: First Street Courthouse
350 W. 1st Street
Courtroom 5B, 5th Floor
Los Angeles, CA 90012

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 28, 2025 at 10:00 a.m., or as soon thereafter as
3 counsel may be heard, before the Honorable Hernán D. Vera, presiding in Courtroom 5B of the
4 above-titled Court, located at First Street Courthouse, 350 W. 1st Street, Los Angeles, California
5 90012, Plaintiffs Curtis J. Jackson, III (“Jackson”) and NYC Vibe, LLC (“NYC Vibe”)
6 (collectively, “Plaintiffs”) will and hereby do move the Court for an order enforcing the settlement
7 agreement against Defendants Ryan Kavanaugh (“Kavanaugh”), Skill House Movie LLC (“Skill
8 House Movie”), and GenTV LLC (“GenTV”) (collectively, “Defendants”).

9 Pursuant to the Court’s equitable authority and broad discretion to summarily enforce a
10 settlement agreement in a case pending before it, Plaintiffs ask that the Court enforce the settlement
11 agreement entered into by Plaintiffs and Defendants on May 12, 2025, on the grounds that, on that
12 date, the parties reached an agreement as to all material terms and intended to be bound by those
13 terms. *See J.B.B. Inv. Partners Ltd. v. Fair*, 37 Cal. App. 5th 1 (Cal. Ct. App. 2019); *Fine Design*
14 *Grp., Inc. v. Balls Mktg. LLC*, No. 20-cv-09450-JST, 2022 WL 20208934 (N.D. Cal. May 11, 2022).

15 This motion is based on the Notice of Motion, the Memorandum of Points and Authorities,
16 the Declaration of Reena Jain, Esq., the Proposed Order filed concurrently herewith, and all other
17 matters presented to the Court prior to and at the hearing.

18 This motion is made following the conference of counsel for Plaintiffs and Defendants
19 pursuant to Local Rule 7-3 and Rule IX.A of Judge Vera’s Civil Standing Order, which took place
20 on July 9, 2025 by videoconference, and subsequent email correspondence between counsel for
21 Plaintiffs and Defendants. The parties thoroughly discussed the substance and potential resolution
22 of the filed motion.

23 DATED: July 28, 2025

BLANK ROME LLP

26 By: /s/ Jonathan A. Loeb

27 Jonathan A. Loeb

28 Attorneys for Plaintiffs

CURTIS J. JACKSON, III AND NYC VIBE, LLC

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion arises from Defendants' clear and material breach of a fully negotiated and
4 enforceable settlement agreement, reached after extensive arms-length negotiations and
5 unequivocally accepted by all parties on May 12, 2025. Plaintiffs respectfully request that the Court
6 exercise its well-established equitable authority to enforce the parties' settlement, which was
7 memorialized in detailed email correspondence and included all material terms for a binding
8 contract.

9 The record is unambiguous: on May 12, 2025, Plaintiffs' counsel transmitted a final, non-
10 negotiable offer, setting forth nine specific and separately enumerated material terms, including [REDACTED]

11 [REDACTED]
12 [REDACTED]. Defendants' counsel, with full
13 authority, accepted these terms in writing that same day, expressly confirming that the parties had
14 reached an agreement. In reliance on this acceptance, Plaintiffs altered their litigation posture and
15 refrained from further motion practice. Despite this clear meeting of the minds, Defendants
16 subsequently reneged on their obligations by proposing material and unilateral changes to the core
17 terms of the agreement—most notably, by [REDACTED]

18 [REDACTED]. These eleventh-hour revisions fundamentally
19 undermined the very purpose of the settlement and constituted a material breach, excusing any
20 further performance by Plaintiffs and forcing them to seek immediate judicial intervention to protect
21 their rights.

22 The law is clear that settlement agreements are favored and enforceable where, as here, the
23 parties have agreed to all material terms and objectively manifested their intent to be bound,
24 regardless of whether a formal written agreement is later executed. Defendants' after-the-fact
25 dissatisfaction or "buyer's remorse" does not provide a basis to avoid enforcement. To hold
26 otherwise would undermine the strong public policy favoring the finality of settlements and the
27 efficient resolution of disputes. For these reasons, Plaintiffs respectfully request that the Court grant

1 this motion and enforce the settlement agreement as set forth in the parties' May 12, 2025
2 correspondence, holding Defendants to the terms to which they unequivocally agreed.

3 **II. FACTUAL BACKGROUND**

4 The material facts are not in dispute. On May 12, 2025, after extensive settlement
5 discussions, Plaintiffs' counsel emailed Defendants' counsel a last and final offer to settle this
6 matter. *See Declaration of Reena Jain, Esq. ("Jain Decl."), dated July 28, 2025, ¶ 2, Ex. A at 1-2*
7 ("Here it [the proposed settlement agreement] is. Kindly say yes or no. Mr. Jackson will
8 unfortunately and adamantly not accept any further negotiation."). Plaintiffs' offer delineated nine
9 specific, and separately numbered, material terms, the first of which required [REDACTED]

10 [REDACTED]
11 [REDACTED]. *Id.*¹ The nine material terms are unambiguous and clear. *See id.*

12 Defendants' counsel unequivocally accepted that same day: [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]" *Id.* ¶ 3, Ex. A at 1 (emphasis added). This email exchange by the parties' counsel
18 constitutes an enforceable settlement agreement (the "May 12th Settlement Agreement"). *See id.*
19 Ex. A.

20 Plaintiffs' counsel responded that same day: "Thats fine. Thank you for getting this done."
21 *Id.* ¶ 4, Ex. B at 1. In reliance on Defendants' unequivocal acceptance, Plaintiffs altered their
22

23 ¹ The parties' settlement discussions are admissible for the purpose of this motion. *See Fed. R. Evid.*
24 408. Courts consistently find settlement communications admissible in proceedings to enforce a
25 settlement agreement. *See, e.g., Cates v. Morgan Portable Bldg. Corp.*, 780 F.2d 683, 691 (7th Cir.
26 1985) ("Obviously a settlement agreement is admissible to prove the parties' undertakings in the
27 agreement, should it be argued that a party broke the agreement."); *Sterling Sav. Bank v. Citadel*
28 *Dev. Co., Inc.*, 656 F. Supp. 2d 1248, 1255-56 (D. Or. 2009) ("Negotiation evidence has been
admitted when the probative value was high and admission would not be likely to discourage
settlement of future disputes It is [...] commonly admitted for claims arising out of the settlement
process or agreement itself, such as to clarify the terms of the settlement agreement, [or] to prove
breach of the settlement agreement." (citations omitted)).

1 litigation posture and refrained from further motion practice due to there now being an agreed
2 settlement. *Id.* ¶ 5.

3 Although they represented that they would memorialize the May 12th Settlement Agreement
4 in a formal written agreement “immediately,” Defendants’ counsel did not do so. Therefore, in the
5 interest of time, on May 16, 2025, Plaintiffs’ counsel circulated [REDACTED]
6 that mirrored the accepted terms and would serve as an exhibit to the formal written agreement. *Id.*
7 ¶ 6, Ex. C. After repeated follow-up inquiries from Plaintiffs’ counsel, Defendants’ counsel
8 circulated a formal written agreement on May 19, 2025. *Id.* ¶ 7, Ex. D. The parties exchanged
9 redlines to the formal written agreement and certain exhibits, but Defendants’ counsel did not
10 provide their redlines to [REDACTED] until May 28, 2025—two weeks after
11 Plaintiffs’ counsel sent the draft. *Id.* ¶ 8, Ex. E.

12 By the end of May, Defendants’ odyssey to finalize the formal written agreement appeared
13 to be nearing its end. *Id.* ¶ 9. All documents except for [REDACTED] were
14 finalized. *Id.* On May 29, 2025, after the parties had exchanged redlines of [REDACTED]
15 [REDACTED], Defendants’ counsel wrote: “[REDACTED]
16 [REDACTED]” *Id.* ¶ 10, Ex. F at 1. That same day, Plaintiffs’ counsel responded: “[REDACTED]
17 [REDACTED]” *Id.* ¶ 11, Ex. G at 6. In direct response, Defendants’ counsel indicated that they would be sending yet
18 another redlined version of [REDACTED], but reassured Plaintiffs that this
19 would soon be finalized. *Id.* ¶ 12, Ex. G at 5–6 (“[REDACTED]
20 [REDACTED]”).

21 That was far from the case. On May 30, 2025, Plaintiffs’ counsel inquired: “[REDACTED]
22 [REDACTED]” *Id.* ¶ 13, Ex. G at 3–4. That same day, Defendants’ counsel wrote: “[REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]” *Id.* ¶ 14, Ex. G at 3. On May 31, 2025, after having received
26 nothing from Defendants’ counsel, Plaintiffs’ counsel followed up again regarding [REDACTED]
27 [REDACTED]. *Id.* ¶ 15, Ex. G at 2–3. Later that day, Defendants’ counsel circulated

1 redlines to [REDACTED], writing: “[REDACTED]
2 [REDACTED].” *Id.* ¶ 16,
3 Ex. G at 2. However, [REDACTED]
4 [REDACTED]. *Id.* Ex. G at 12–20.

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 The proposed revisions materially altered the parties’ agreement that [REDACTED]
9 [REDACTED]; specifically, [REDACTED]
10 [REDACTED]. First, [REDACTED]
11 [REDACTED]. *Id.*
12 ¶ 16, Ex. G at 14. Indeed, [REDACTED]
13 [REDACTED]. *Id.*
14 ¶ 16, Ex. G at 12–13. [REDACTED]
15 [REDACTED]
16 [REDACTED]. Second, [REDACTED]
17 [REDACTED]. *Id.* ¶ 16, Ex. G at 12–13.

18 As a result of Defendants’ eleventh-hour repudiation of the May 12th Settlement Agreement
19 and with the release of the *Skill House* film imminent, Plaintiffs were forced to immediately move
20 for a preliminary injunction on June 2, 2025.

21 **III. LEGAL STANDARD**

22 “It is well settled that a district court has the equitable power to enforce summarily an
23 agreement to settle a case pending before it.” *Callie v. Near*, 829 F.2d 888, 890 (9th Cir. 1987)
24 (collecting cases).² This is grounded in strong public policy favoring amicable resolution of disputes

25 _____
26 ² Although the May 12th Settlement Agreement provides: “[REDACTED]

27 [REDACTED]” (Jain Decl. Ex. A at 2 (emphasis added)), California law
28 applies and this motion was properly brought before this Court. Plaintiffs are moving to enforce the
May 12th Settlement Agreement; they are not filing a cause of action for *breach* of the May 12th

1 and avoidance of costly and time-consuming litigation. *See Speed Shore Corp. v. Denda*, 605 F.2d
2 469, 473 (9th Cir. 1979) (“It is well recognized that settlement agreements are judicially favored as
3 a matter of sound public policy. Settlement agreements conserve judicial time and limit expensive
4 litigation.”).

5 Courts routinely enforce settlement agreements where a party later refuses to execute a
6 formal agreement. *See J.B.B. Inv. Partners Ltd. v. Fair*, 37 Cal. App. 5th 1, 13-15 (Cal. Ct. App.
7 2019) (granting motion to enforce settlement agreement where the parties agreed to all material
8 terms by email even though the parties prepared a formal written agreement with additional terms
9 and did not execute the formal written agreement); *Fine Design Grp., Inc. v. Balls Mktg. LLC*, No.
10 20-cv-09450-JST, 2022 WL 20208934 at *3-5 (N.D. Cal. May 11, 2022) (same); *see also Rosen v.*
11 *Urban Commons, LLC*, No. 8:20-cv-01973-JLS-DFM, 2023 WL 4155368, at *4 (C.D. Cal. May
12 10, 2023) (granting motion to enforce unsigned, revised settlement terms agreed to by email because
13 “a settlement agreement need not be signed, or even reduced to writing, to be enforceable”).

14 An unexecuted settlement agreement is enforceable where: (1) the agreement is complete
15 with respect to all material terms; and (2) the parties have objectively manifested an intent to be
16 bound by those material terms or have otherwise authorized their respective counsel to settle the
17 dispute. *See Callie*, 829 F.2d at 890; *Hess v. Hanneman*, No. 14-cv-2271-CAB-JMA, 2017 WL
18

19 Settlement Agreement. Nevertheless, New York law parallels California law on this issue. *See Willgerodt v. Hohri*, 953 F. Supp. 557, 560 (S.D.N.Y. 1997) (“Settlement agreements are strongly
20 favored in New York and may not be lightly cast aside. Afterthought or change of mind are not
21 sufficient to justify rejecting a settlement. A court may relieve a party of the consequences of a
22 settlement agreement ‘[o]nly where there is cause sufficient to invalidate a contract, such as fraud,
23 collusion, mistake or accident’” (citations omitted)); *see, e.g., Forcelli v. Gelco Corp.*, 972
24 N.Y.S.2d 570, 575–76 (2nd Dep’t 2013) (“we hold that where, as here, an email message contains
25 all material terms of a settlement and a manifestation of mutual accord, and the party to be charged,
26 or his or her agent, types his or her name under circumstances manifesting an intent that the name
27 be treated as a signature, such an email message may be deemed a subscribed writing within the
28 meaning of CPLR 2104 so as to constitute an enforceable agreement”); *Williamson v. Delsener*, 874
N.Y.S.2d 41, 41–42 (1st Dep’t 2009) (“The e-mails exchanged between counsel, which contained
their printed names at the end, constitute signed writings within the meaning of the statute of frauds,
and entitle plaintiff to judgment. The agreement to settle at 60% of the amount demanded was
sufficiently clear and concrete to constitute an enforceable contract. [Defendant’s] subsequent
refusal to execute form releases and a stipulation of discontinuance did not invalidate the
agreement.” (citations omitted)).

1 6027015, at *3 (S.D. Cal. Dec. 4, 2017). The critical inquiry for the Court is whether the parties
2 reached an agreement as to all material terms and intended to be bound by those terms.

3 To interpret settlement agreements, courts look to the intent objectively manifested in the
4 agreement and the surrounding conduct. *See Bill Poon & Co. Architects, Inc. v. Bafaiz*, C 07-5566
5 PJH, 2009 WL 688917, at *3 (N.D. Cal. Mar. 16, 2009) (“A settlement agreement is treated as any
6 other contract for purposes of interpretation.”) (citation omitted)). Accordingly, the subjective intent
7 of the party denying the enforceability of a settlement agreement is irrelevant if unexpressed. *See*
8 *United Comm. Ins. Serv., Inc. v. The Paymaster Corp.*, 962 F.2d 853, 856 (9th Cir. 1992). The fact
9 that a party is “merely [] ‘unhappy’ with a contract term does not evince intent not to be bound by
10 it, nor does it excuse nonperformance.” *Rosen*, 2023 WL 4155368, at *4.

11 **IV. ARGUMENT**

12 **A. The May 12th Settlement Agreement Is a Complete Agreement with All Material
13 Terms Set Forth Therein**

14 The email record leaves no room for doubt: the parties entered into a defined and complete
15 settlement agreement as to the material terms of settlement on May 12, 2025. The May 12th
16 Settlement Agreement, which fully specified nine material terms, was memorialized in an email
17 from Plaintiffs to Defendants. In that email, Plaintiffs made clear that they would “not accept any
18 further negotiation” and asked that Defendants’ counsel “kindly say yes or no.” Jain Decl. ¶ 2, Ex.
19 A at 1. That same day, Defendants’ counsel unequivocally accepted those nine terms: “
20 [REDACTED]

21 [REDACTED] ” *Id.* ¶ 3, Ex. A at 1.

22 *J.B.B.* is instructive. There, the plaintiffs emailed the defendants a final settlement offer,
23 stating that it was the plaintiffs’ “LAST AND FINAL OFFER”; stating the ten material terms of the
24 settlement; and stating “WE require a YES or NO on this proposal, you need to say ‘I accept’ and I
25 will work the balance of this holiday weekend to get the paperwork drafted.” *J.B.B.*, 37 Cal. App.
26 5th at 9. After the defendants unequivocally accepted, the plaintiffs prepared a formal written
27 agreement. *Id.* at 11. The defendants failed to sign the formal written agreement, and the plaintiffs
28 moved to enforce the settlement agreement that the parties entered into by email. *Id.* at 5. The

1 California Court of Appeal held that the emails demonstrated an objective intent to agree to all
2 material terms: the plaintiffs' final email offer "included specific terms (settlement amount, payment
3 deadline, release of claims, etc.) delineated in 10 separately numbered paragraphs, which expressly
4 invited defendants' acceptance." *Id.* at 13. The fact that plaintiffs planned to follow up with a formal
5 written agreement did not invalidate the agreement entered into by email. *Id.* at 12.

6 Like *J.B.B.*, Plaintiffs' counsel sent by email a last and final offer outlining nine
7 unambiguous and clear material terms, including [REDACTED].
8 Jain Decl. ¶ 2, Ex. A. Defendants' counsel unmistakably accepted those material terms and indicated
9 that they would prepare a written agreement reflecting "[REDACTED]." *Id.* (emphasis
10 added). There is no indication that Defendants' acceptance was *conditioned* on the preparation of
11 any formal documents, or any other circumstance. *See, e.g., Fine Design Grp.*, 2022 WL 20208934,
12 at *4 ("Because the parties reached agreement on all material terms of their settlement, and The
13 Agency has not shown that they intended their settlement to be effective only if it was reduced to a
14 signed agreement, the Court will grant Fine Design's motion [to enforce the settlement
15 agreement].").

16 The fact that the May 12th Settlement Agreement [REDACTED]
17 [REDACTED]
18 [REDACTED], does not alter the analysis. The relevant portion of the agreement states: "[REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]" Jain Decl. Ex. A at 2. As a threshold matter, the phrase "[REDACTED]
24 [REDACTED]" refers to May 12, 2025—the date the agreement was agreed upon and entered into by
25 email. *Id.* Even if that were not the case, the [REDACTED] remains clear and unambiguous: [REDACTED]
26 [REDACTED]
27 [REDACTED]. *Id.* Thus, there is no confusion regarding [REDACTED].

1 Moreover, the subsequent memorialization of the agreed-upon terms does not nullify the
2 May 12th Settlement Agreement. *See, e.g., J.B.B.*, 37 Cal. App. 5th at 12 (“[T]he fact that plaintiffs
3 planned to follow up with a formal written agreement, which they did on July 11, 2013, does not
4 render the earlier agreement invalid, given the parties’ communications on July 4 and 5.”); *Fine*
5 *Design*, 2022 WL 20208934, at *3 (“[T]he fact that Fine Design may have added additional terms
6 to a later draft written agreement does not render the parties’ prior August 2, 2021 agreement
7 unenforceable.”); *see also Harris v. Rudin, Richman & Appel*, 74 Cal. App. 4th 299, 307 (Cal. Ct.
8 App. 1999) (“Where the writing at issue shows ‘no more than an intent to further reduce the informal
9 writing to a more formal one’ the failure to follow it with a more formal writing does not negate the
10 existence of the prior contract.” (citation omitted)).

11 It was not until *three weeks* after Defendants’ written and unconditional acceptance of
12 Plaintiffs’ settlement offer that Defendants reneged. Jain Decl. ¶ 16, Ex. G. By accepting Plaintiffs’
13 offer, Defendants agreed to, among other things, a requirement of
14 [REDACTED] . *Id.*

15 ¶ 3, Ex. A. The fact that Defendants later changed their minds about the material terms that they
16 agreed to is an insufficient basis to avoid enforcement of a valid settlement agreement. *See Rosen*,
17 2023 WL 4155368, at *4 (“Buyer’s remorse is an insufficient basis to avoid enforcement of the
18 Settlement Agreement.”); *see also Schott Corp. v. Am. Ins. Co.*, No. 6:04-0191, 2006 WL 2988460,
19 at *2 (S.D.W.V. Oct. 17, 2006) (“Having second thoughts about the results of a valid settlement
20 agreement does not justify setting aside an otherwise valid agreement, and the fact that the
21 agreement is not in writing does not render it unenforceable.”); *Brown v. Nationscredit Com.*, No.
22 3:99-cv-592 (EBB), 2000 WL 888507, at *2 (D. Conn. June 23, 2000) (“[A] settlement is still
23 binding even if a party has a change of heart between the time of the agreement to the terms of the
24 settlement and the time those terms are reduced to writing.”).

25 There is a defined and complete agreement as to the material terms of the settlement, and
26 thus the May 12th Settlement Agreement is enforceable against Defendants.

1 **B. Defendants Manifested an Objective Intent to Be Bound to the May 12th**
2 **Settlement Agreement**

3 Defendants are bound by the terms of the agreement negotiated and agreed upon on their
4 behalf by their counsel. Under California law, “a client may validly authorize his or her lawyer to
5 make a settlement decision, and further that, under certain circumstances, the opposing party may
6 enforce the resulting settlement agreement against the client.” *Inamed Corp. v. Kuzmak*, 275 F.
7 Supp. 2d 1100, 1120 (C.D. Cal. 2002). Defendants cannot now back out of a settlement that their
8 attorneys entered on their behalf pursuant to their authority to do so. Indeed, Plaintiffs relied upon
9 the objective manifestation of settlement authority and did not continue to litigate this action
10 between May 12, 2025 (when the settlement was agreed upon) and May 31, 2025 (when Defendants
11 reneged).

12 **C. Defendants’ Material Breach of the May 12th Settlement Agreement Forced**
13 **Plaintiffs to Move for a Preliminary Injunction**

14 Plaintiffs’ filing of the motion for a preliminary injunction after Defendants reneged does
15 not change the fact that the May 12th Settlement Agreement is enforceable. The parties agreed to
16 the nine enumerated terms outlined in Plaintiffs’ May 12, 2025 email—none of which contain a
17 promise that Plaintiffs would refrain from moving for a preliminary injunction. And in that email,
18 Plaintiffs made clear that they would “not accept any further negotiation.” Jain Decl. ¶ 2, Ex. A at
19 1. Only *after* Defendants had unequivocally accepted Plaintiffs’ settlement offer did defense counsel
20 remark: “[REDACTED]

21 [REDACTED].” *Id.* ¶ 3, Ex. A at 1. This observation reflected nothing more than an expectation that, with a settlement
22 now agreed, injunctive relief would no longer be necessary.

23 Even if, *arguendo*, Plaintiffs’ forbearance from seeking injunctive relief was a term of the
24 May 12th Settlement Agreement (which it was not), Defendants’ own breach forecloses any attempt
25 to enforce that term. Under California law, “a material breach excuses further performance by the
26 innocent party.” *De Burgh v. De Burgh*, 250 P.2d 598, 601 (Cal. 1952). Three weeks after entering
27 into the May 12th Settlement Agreement and just as the parties were finalizing the formal written

1 documents, Defendants circulated [REDACTED]

2 [REDACTED] at all. Jain Decl. ¶ 16, Ex. G. Per these revisions, [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 In sum, these sweeping revisions changed the very substance of what was supposed to be [REDACTED]

6 [REDACTED] and frustrated the very purpose of the May 12th Settlement Agreement.

7 *See Super. Motels, Inc. v. Rinn Motor Hotels, Inc.*, 195 Cal. App. 3d 1032, 1051 (Cal. Ct. App.
8 1987) (finding that a breach is material if it is so dominant or pervasive as in any real or substantial
9 measure to frustrate the purpose of the contract); *see also* 3 WILLISTON ON CONTRACTS (4th ed.
10 2002) § 63:3, at 440 (“A material breach of one aspect of a contract generally constitutes a material
11 breach of the whole contract.” (footnote omitted)).

12 By virtue of Defendants’ material breach, Plaintiffs were excused from any purported
13 performance and were forced to move for a preliminary injunction. *See De Burgh*, 250 P.2d at 600.
14 Indeed, faced with Defendants’ eleventh-hour repudiation and the imminent release of the *Skill*
15 *House* film, Plaintiffs had no practical choice but to try to mitigate their losses by seeking *immediate*
16 injunctive relief. In order for the Court to hear oral argument on Plaintiffs’ motion for a preliminary
17 injunction in advance of the film’s July 11, 2025 scheduled release date, Plaintiffs had to file their
18 motion by no later than June 2, 2025 (*two days after Defendants reneged*) because of the practical
19 realities of the Court’s schedule and film industry custom and practice regarding the actual timing
20 of releases. The only applicable hearing date then available on the Court’s calendar was July 3, 2025
21 (Jain Decl. ¶ 17), and that required Plaintiffs to file their motion on June 2, 2025. *See* Local Rule 6-
22 1 (“If mailed, the notice of motion shall be served not later than thirty-one (31) days before the
23 Motion Day designated in the notice.”). The July 10, 2025 hearing date was closed (Jain Decl. ¶
24 17); but even if it had been open, that would have meant scheduling the hearing only a few hours
25 before the film’s *actual* release. As explained by Defendants, “[t]he film has a release date of July
26 11, 2025, which means, per custom, it will begin being shown in theaters on *the evening of July 10,*
27 2025.” Dkt. 26-3 ¶ 9 (emphasis added).

1 Any attempt to characterize Plaintiffs' motion for a preliminary injunction as a breach must
2 fail; it was Defendants who had breached. Accordingly, the May 12th Settlement Agreement
3 remains fully enforceable against Defendants.

4 **V. CONCLUSION**

5 Based on the foregoing reasons, Plaintiffs respectfully request that this Court enforce the
6 settlement agreement that the parties entered into on May 12, 2025 and find that Defendants are
7 bound to the terms of the settlement as memorialized in the written email correspondence.

8
9 DATED: July 28, 2025

BLANK ROME LLP

10
11 By: /s/ Jonathan A. Loeb

12 Jonathan A. Loeb

13 Attorneys for Plaintiffs

14 CURTIS J. JACKSON, III AND NYC VIBE, LLC

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiffs, certifies that this memorandum is no more than 25 pages, which complies with Rule IX.C of Judge Vera's Civil Standing Order.

Dated: July 28, 2025

/s/ Jonathan A. Loeb

Jonathan A. Loeb

CERTIFICATE OF SERVICE

The undersigned, counsel of record for Plaintiffs, certifies that on July 28, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's Case Management and Electronic Case Filing (CM/ECF) system. The undersigned further certifies that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: July 28, 2025

/s/ Jonathan A. Loeb

Jonathan A. Loeb